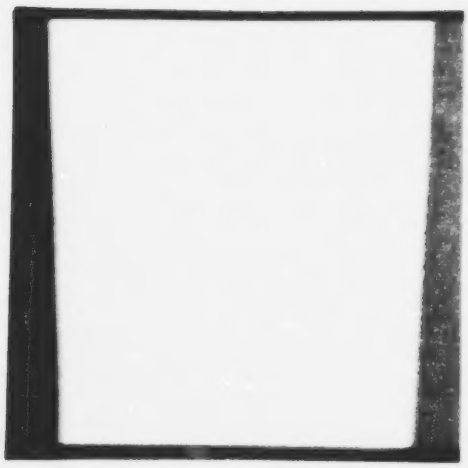
Ontario

Dossier des clauses des conventions collectives entre conseils scolaires et enseignants

Numéro 18

Clauses d'indemnité de fin d'emploi, 1980-81

Septembre, 1981



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Education Relations Commission

Numéro 18

Clauses d'indemnité de fin d'emploi, 1980-81

Septembre, 1981

Cette publication a été rédigée par les soins de la Commission des Relations de Travail en Education dans le cadre des services qu'elle offre aux parties engagées dans des négociations, de la manière décrite dans *La Loi de 1975 sur les négociations collectives entre conseils scolaires et enseignants*.

Cette publication a pour but:

> d'offrir en qualité de tierce partie neutre, des renseignements actuels et mis à jour provenant de conventions collectives écrites, destinés à aider les parties dans les divers stades de la procédure de négociation.

Cette publication est fondée sur des conventions collectives écrites négociées entre enseignants et conseils scolaires pour l'année de convention 1980-81 (septembre-août), qui ont été déposées auprès de la Commission. Elle comprend des clauses* reprises textuellement de ces conventions, qui donnent un aspect qualitatif à d'autres publications de la Commission de nature statistique.

Ce document est remis sur demande aux parties et aux autres personnes intéressées faisant preuve d'intérêt.

Veuillez adresser vos questions concernant cette publication et toute demande de renseignements supplémentaires au:

Service des Recherches
La Commission des
Relations de Travail en Education
111 Chemin Avenue
Suite 400
Toronto, Ontario
M5R 3J8
(416) 922-7679

*Dans certains cas, nous avons inclus seulement la partie de la clause qui se rapporte à la matière traitée dans la publication et non la clause intégrale.

DOCUMENTS PUBLIES PAR LA COMMISSION DES RELATIONS DE TRAVAIL EN EDUCATION

(Des copies supplémentaires de certaines publications peuvent être obtenues sur demande)

1980-81 Conventions collectives entre conseils scolaires et enseignants: Résumés individuels

1981-82 Conventions collectives entre conseils scolaires et enseignants: Résumés individuels

1981-82 Négociations collectives entre scolaires et enseignants: Résumé dans la province

Collective Bargaining Information: A Bibliography of Selected Data Sources

Série monographies

(1979-80) N°. 13 Moyenne pondérée des traitements sur grille, 1978-79 et 1979-80

N°. 14 Procédures en matière de griefs et d'arbitrage, 1979-80

N°. 15 Avantages sociaux assurés et Gratification de retraite, 1979-80

(1980-81) N°. 16 Analyse chronologiques des Conventions collective 1975-76 à 1979-80

N°. 17 Clauses de congé, 1979-80

N°. 18 Statistiques sur les rémunérations 1979-80

N°. 19 Moyenne pondérée des traitements sur grille, 1979-80 et 1980-81

N°. 20 Rapport entre le nombre de élèves et celui des enseignants, 1976-80

N°. 21 Régimes d'Avantages sociaux assurés et de Gratifications de Retraite

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N°. 1 Le système d'enquête

N°. 2 La médiation

N°. 3 Choix d'offres finales

Séries clauses

(1979-80) N°. 14 Rapport entre le nombre des élèves et des enseignants, effectifs des classes et nombre d'heures à enseigner

(1980-81) N°. 15 Régimes de Traitement différé et d'Encouragement à la Pension anticipée, 1980-81

N°. 16 Clauses concernant les emplois vacants et les mutations, 1980-81

N°. 17 Procédures disciplinaires et autres mesures affectant la Sécurité de l'Emploi: Evaluation des Enseignants, Juste Cause, Retenue de l'Augmentation et Accès aux dossiers personnels, 1980-81

(1981-82) N°. 18 Clauses d'indemnité de fin d'emploi, 1980-81

Placement des enseignants: Répartition de la grille des enseignants de l'Ontario total de enseignants et des inscriptions (31 janvier 1981)

Arbitrage des griefs: Résumés de décisions d'arbitrages concernant des litiges entre les parties prises conformément la *Loi des négociations à collective entre conseils scolaires et enseignants, 1975.*

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CONVENTIONS DISPONIBLES POUR L'ANALYSE, 1980-81

En juillet 1981, 177 ou 88.5% des 200 conventions possibles en vigueur en 1980-81 dans les secteurs élémentaires et secondaires des conseils scolaires et dans les conseils scolaires combinés de comté et de district des écoles catholiques séparées, étaient à la disposition de la Commission des Relations de Travail en Education pour être analysées. Le Tableau 1 donne la répartition des conventions disponibles pour l'analyse.

TABLEAU 1

Conventions disponibles pour l'analyse, 1980-81

	Elémentaires	Secondaires	C.E.S.C.	Total
Total des conventions possibles pour 1980-81	76	76	48	200
Nombre de conventions disponibles pour l'analyse	65	70	42	177

CONVENTIONS NON DISPONIBLES POUR L'ANALYSE, 1980-81

Elémentaires	Secondaires	C.E.S.C.
Bruce	Hastings	Geraldton
Hastings	Hearst	Halton
Hearst	Hornepayne	Lambton*
Hornepayne	Lambton*	Michipicoten
Michipicoten	Leeds & Grenville	North of Superior
Peel	Red Lake	Sudbury
Red Lake		
Stormont, Dundas & Glengarry		
Timiskaming*		
Timmins		

*Contenait en 1979-80 une Clause d'Indemnité pour Fin d'Emploi.

INTRODUCTION

Ce dossier Clauses traite d'une manière relativement détaillée de l'une des options prévues par certaines conventions collectives pour les enseignants dont l'emploi peut prendre fin conformément à une procédure négociée de surnombre/excédent, notamment l'indemnité de fin d'emploi. Souvent, des conventions collectives donnent à cette indemnité le nom d'indemnité pour cessation d'emploi.

L'examen de notre sujet sert de complément à d'autres publications éditées précédemment par la Commission, et qui se rapportent à la question de surnombre/excédent; par exemple: "Surnombre/Excédent, 1978-79" (Dossier Clauses n° 12), "Régimes de Traitement différé et d'Encouragement à la Pension anticipée, 1980-81" (Dossier Clauses n° 15) et "Clauses concernant les Emplois vacants et les Mutations, 1980-81" (Dossier Clauses n° 16).

Le présent document se concentrera sur les clauses d'indemnité de fin d'emploi en vigueur durant l'année de convention 1980-81 (septembre-août), mais il donnera en outre l'historique de certains renseignements en termes de leur fréquence. Pour l'année 1980-81, il traitera des aspects suivants des indemnités de fin d'emploi:

1. Admissibilité: (a) genre de contrat de l'enseignant individuel et (b) exigences minimum en matière de service.
2. Nature de la formule de l'indemnité de fin d'emploi.
3. Méthode et époque du paiement de l'indemnité de fin d'emploi, et
4. Autres questions.

FREQUENCE DES CLAUSES

Le Tableau 2 donne la rétrospective de la fréquence des clauses d'indemnité de fin d'emploi, à la fois combinée et par genre de convention, depuis 1975-76 jusqu'à 1980-81 inclusivement. Pour 1980-81, sur les 177 conventions disponibles pour l'analyse, 72 comprenaient une clause d'indemnité de fin d'emploi (29 élémentaires, 41 secondaires et 2 C.E.S.C.).

TABLEAU 2

Proportion de conventions contenant une clause d'indemnité de fin d'emploi, de 1975-76 à 1980-81*

Année	Elémentaires	Secondaires	C.E.S.C.	Total
1975-76	19.7	30.3	0.0	19.0
1976-77	22.4	35.5	0.0	22.0
1977-78	23.7	35.5	0.0	22.5
1978-79	30.3	42.1	2.1	28.0
1979-80	39.5	51.3	4.2	35.5
1980-81	44.6	58.6	4.8	40.7

* Pour 1980-81, les pourcentages ont été calculés d'après le nombre des conventions disponibles pour l'analyse indiquées au Tableau 1. Pour toutes les autres années, le pourcentage a été calculé d'après les conventions suivantes: 76 Elémentaires, 76 Secondaires et 48 C.E.S.C.

CLAUSES D'INDEMNITE DE FIN D'EMPLOI EN 1980-81

Le restant de l'analyse de cette publication est fondé sur les conventions collectives écrites en vigueur en 1980-81 qui prévoyaient un indemntié de fin d'emploi. Comme nous l'avons noté précédemment, 40.7% ou 72 des 177 conventions disponibles pour l'analyse (29 Elémentaires, 41 Secondaires et 2 C.E.S.C.) contenaient une clause de ce genre.

Admissibilité à l'indemnité de fin d'emploi

Les exigences concernant l'admissibilité sont divisées en deux éléments:

1. Le genre du contrat de l'enseignant individuel, et
2. Le nombre d'années de service auprès d'un conseil scolaire déterminé.

Le Tableau 3 donne des renseignements sur le genre du contrat de l'enseignant individuel, à la fois globalement et par genre de convention.

TABLEAU 3

Droit à l'indemnité de fin d'emploi:
genre de contrat d'enseignant individuel

Genre de contrat	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Contrat permanent ou provisoire	4	13.8	8	19.5	0	0.0	12	16.7
Uniquement contrat permanent	25	86.2	33	88.5	2	100.0	60	83.3
Total des conventions	29	100.0	41	100.0	2	100.0	72	100.0

Le Tableau 3 indique que dans 60 ou 83.3% des cas prévoyant la possibilité d'obtenir une indemnité de fin d'emploi, l'admissibilité est réservée aux enseignants qui détiennent un contrat permanent pour enseignant individuel. Par genre de convention, les pourcentages exigeant un contrat permanent sont: 86.2% Elémentaires, 88.5% Secondaires et 100.0% C.E.S.C.

Le Tableau 4 donne des statistiques sur le nombre et le pourcentage, globalement et par genre de contrat, des cas exigeant un nombre minimum d'années de service auprès d'un conseil scolaire pour avoir droit à obtenir une indemnité de fin d'emploi.

TABLEAU 4

Droit à l'indemnité de fin d'emploi:
Nombre minimum d'années de service exigées

Service exigé	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Non	22	75.9	34	82.9	0	0.0	56	77.8
Oui	7	24.1	7	17.1	2	100.0	16	22.2
Total des conventions	29	100.0	41	100.0	2	100.0	72	100.0

Le Tableau 4 montre que 77.8% des conventions prévoyant une indemnité de fin d'emploi n'exigent pas de nombre minimum d'années de service. En ce qui concerne les 16 conventions (22.2%) qui prévoient cette indemnité, le Tableau 5 donne la répartition de la durée de service exigée.

TABLEAU 5

Nombre d'années de service exigées pour avoir droit à l'indemnité de fin d'emploi dans les conventions prévoyant cette restriction

Années exigées	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
1	-	0.0	1	14.3	-	0.0	1	6.3
2	2	28.5	2	28.5	-	0.0	4	25.0
3	1	14.3	1	14.3	-	0.0	2	12.5
4	1	14.3	1	14.3	-	0.0	2	12.5
5	2	28.5	2	28.5	2	100.0	6	37.4
10	1	14.3	-	0.0	-	0.0	1	6.3
Total avec restriction	7	100.0	7	100.0	2	100.0	16	100.0

Nature de la formule de l'indemnité de fin d'emploi

Les formules qui ont été négociées et qui, lorsqu'elles sont appliquées, servent à déterminer le montant de l'indemnité de fin d'emploi sont relativement variées. Le lecteur qui désire connaître leurs caractéristiques exactes, est prié de se reporter aux clauses proprement dites figurant dans la dernière section de cette publication.

Le Tableau 6 ci-après tente de résumer les formules d'après deux caractéristiques primordiales: (1) le facteur le plus important pour déterminer l'indemnité de fin d'emploi et (2) le montant maximum payable.

TABLEAU 6

Nature des formules pour l'indemnité de fin d'emploi,
Fréquence des formules et indemnité maximum

	Elémentaires			Secondaires			C.E.S.C.		
	Nbre	%	Maxima	Nbre	%	Maxima	Nbre	%	Maxima
1. Pourcentage du traitement									
a) % forfaitaire du traitement actuel	10	34.5	1 @ 8%, 2 @ 30% 6 @ 33%, 1@ 40%	8	19.5	2@8%, 1@ 15% 3@30%, 2 @ 40%	-	0.0	
b) % de catégorie minimum	2	6.9	1 @ 12%, 2@ 15%	2	4.9	1@ 12%, 1 @ 15%	-	0.0	
c) % augmentant d'après le nombre d'années de service	3	10.3	1 @ 24%, 1 @ 25%	13	31.7	1 @ 24%, 3 @ 25% 8 @ 33%, 1 @ 50%	-	0.0	
d) % du dernier traitement multiplié par les années de service	2	6.9	1 @ 20%, 1 @ N/C	6	14.6	2 @ 20%, 1 @ 33% 1 @ 35%, 1 @ $5,000 1 @ N/C	-	0.0	
2. En rapport avec le congé maladie accumulé	2	6.9	1 @ 50%, 1 @ N/C	4	9.8	1 @ 10%, 1 @ 12% 1 @ 30%, 1 @ 50%	2	100.0	2 @ N/C
3. Montant déterminé	6	20.7	1 @ $2,000, 1 @ $2,500 2 @ $5,000, 2 @ N/C	4	9.8	1 @ $2,500,1 @ $3,000 2 @ N/C	-	0.0	
4. Nombre de mois de traitement à l'époque de la fin d'emploi	1	3.4	1 @ 3 mois	-	0.0		-	0.0	
5. Combinaison de cas ci-dessus	3	10.3	1 @ 50%, 2 @ N/C	3	7.3	2 @ 50%, 1 @ N/C	-	0.0	
6. Autres	-	0.0	2 @	1	2.4	1 @ $1,500	-	0.0	
Total des conventions	29	100.0		41	100.0		2	100.0	

N/C peut être calculé (c.-à.d. en partie selon le nombre de facteurs tels le nombre d'années de service ou le total de congé-maladie accumulé pour lequel aucun maximum n'a été déterminé).

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Méthode utilisée pour le paiement de l'indemnité de fin d'emploi

Le Tableau 7 donne des renseignements, globalement et par genre de convention, sur la manière dont l'indemnité de fin d'emploi est payée.

TABLEAU 7

Méthode de paiement de l'indemnité de fin d'emploi

Méthode de paiement	Elémentaires Nbre	%	Secondaires Nbre	%	C.E.S.C. Nbre	%	Total Nbre	%
Non spécifié	9	31.0	17	41.5	2	100.0	28	38.9
Somme forfaitaire	19	65.6	24	58.5	-	0.0	43	59.7
Soit somme forfaitaire soit plusieurs versements	1	3.4	-	0.0	-	0.0	1	1.4
Total des conventions	29	100.0	41	100.0	2	100.0	72	100.0

La majorité des conventions, 59.7%, stipule que toute indemnité de fin d'emploi doit être payée sous forme de somme forfaitaire unique. Environ 39% des conventions ne donnent pas de renseignements sur la méthode de paiement, et une seule convention stipule que l'indemnité doit être versée soit en une seule fois au moyen d'une somme forfaitaire, soit par une série de versements étalés sur un certain temps.

Epoque du paiement de l'indemnité de fin d'emploi

Le Tableau 8 donne la répartition des conventions d'après l'époque à laquelle le paiement de l'indemnité de fin d'emploi doit avoir été effectué.

TABLEAU 8

Epoque (exprimée en nombre de mois)
après laquelle le paiement de l'indemnité de
fin d'emploi doit avoir été effectué

	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Non spécifiée	10	34.5	23	56.1	2	100.0	35	48.6
A la fin de l'emploi	6	20.7	6	14.6	-	0.0	12	16.7
Mois: 1	8	27.6	4	9.8	-	0.0	12	16.7
2	1	3.4	-	0.0	-	0.0	1	1.4
4	-	0.0	1	2.4	-	0.0	1	1.4
8	-	0.0	1	2.4	-	0.0	1	1.4
12	3	10.3	4	9.8	-	0.0	7	9.7
14	-	0.0	1	2.4	-	0.0	1	1.4
15	1	3.4	1	2.4	-	0.0	2	2.8
Total des conventions	29	100.0	41	100.0	2	100.0	72	100.0

Environ la moitié (48.6%) du total des conventions contenant une clause d'indemnité de fin d'emploi ne précisent pas la date à laquelle celle-ci doit être payée. En ce qui concerne les autres conventions, un nombre égal, 12 ou 16.7%, précisent que l'indemnité doit être payée à la date de la fin d'emploi ou dans le mois suivant celle-ci.

Autres questions

a) Obligations futures après le paiement de l'indemnité de fin d'emploi

Environ 46% des conventions contenant une clause précisent qu'après le paiement de l'indemnité de fin d'emploi, le conseil scolaire n'a plus aucune obligation envers le bénéficiaire. Au total 33 conventions contiennent une pareille clause (14 Elémen-

mentaires et 19 Secondaires). Une seule convention prévoit la continuation d'un certain nombre d'avantages assurés pendant une période de trois mois. Les 38 conventions restantes sont muettes à cet égard.

b) Remboursement éventuel de l'indemnité de fin d'emploi

Quatre conventions (3 Elémentaires et 1 Secondaire) stipulent que si un enseignant est engagé à nouveau après que l'indemnité lui a été versée, il est tenu de rembourser la totalité ou une partie de celle-ci au conseil scolaire. Une seule convention précise expressément que ce remboursement n'est pas nécessaire en cas de nouvel engagement. Les 67 autres conventions restent muettes à cet égard.

c) Calcul au prorata du montant de l'indemnité de fin d'emploi

Environ 69% ou 50 conventions du total de celles qui contiennent une clause d'indemnité de fin d'emploi (21 Elémentaires, 27 Secondaires et 2 C.E.S.C.) contiennent une stipulation précisant que l'indemnité doit être calculée d'après le montant du traitement reçu. Par conséquent, pour la personne n'ayant pas d'horaire d'enseignement complet, le montant de l'indemnité reflètera ce fait et celui-ci sera calculé au prorata. Les 22 autres conventions ne traitent pas de cette question.

Clauses d'indemnité de fin d'emploi

La suite de cette publication contient les clauses provenant de conventions en vigueur durant l'année de convention 1980-81, qui ont servi de base à l'analyse qui précède.

Atikokan Elementary, 1980-82

Acceptance of separation allowance relieves the Board of any further obligation to the teacher, in respect of recall rights, and the teacher ceases to have further rights under this Agreement. A teacher may request the deferral of separation allowance, for a period up to thirteen (13) months, effective from the date of termination of his/her contract, in order to maintain recall rights during such periods. No such request shall be denied.

Termination Pay

1. When a surplus teacher's contract is terminated, he/she shall receive a separation allowance at the rate of 12% of his/her category minimum.
2. Termination pay shall be granted upon request, at any time after the last pay in June, otherwise, payment shall be made on September 30th of the following calendar year.
3. Any teacher, paid separation allowance, in accordance with this article, and subsequently offered a teaching position shall retain the allowance paid to him/her.

Carleton Elementary, 1980-82

(a) Eligibility for reassignment to a regular teaching position shall be effective from the day of placement on the redundancy list. If after two years on lay-off the teacher has not been reassigned, said teacher's employment will be terminated by giving notice 31 May of the second year. Upon termination under this clause, the teacher shall be entitled to select one of the following options:

i) teachers with two or more years' service with the Board at the time of lay-off -- a lump sum payment of 1/10th of the teacher's annual gross salary at the time of lay-off; teachers with less than two years' service with the Board at time of lay-off -- a lump sum payment of 1/12th of the teacher's annual gross salary at the time of lay-off, or

ii) the retirement gratuity for which the teacher would be eligible under the terms of this Collective Agreement with the ten (10) year minimum service period being waived.

Cochrane-Iroquois Falls Elementary, 1980-82

A Surplus Teacher will be paid, upon termination of employment with the Board, a severance pay of 4% of the maximum of Category 1 plus 10% of this amount for each year of service with the Board.

A Surplus Teacher reinstated for September or refusing an offer of a Teaching position of equivalent time or more for September 1, for which he/she is qualified or may become qualified prior to the commencement of the aforementioned position, shall not qualify for severance pay unless that Teacher is under a commitment to teach elsewhere.

Durham Elementary, 1980-82

Should a teacher on permanent contract be declared redundant, he or she shall have either of the following options which shall be chosen by the teacher at the time of being declared redundant:

OPTION "A"

(a) have the privilege of being placed on the regular supply teacher list for the family of schools from which he or she last served and shall receive a priority in call for a position within the Board for two years from the date of having been declared redundant;

(b) have the privilege up to two years from the date of being declared redundant of being rehired without loss of seniority attained at the time of being declared redundant in priority to any new teacher save and except other persons having been declared redundant by the Board who have greater seniority at the time the position becomes available. Such a teacher shall keep the Manager of Personnel advised of his or her address; and written notification of any position shall be deemed to be received by such teacher within four days of having been sent by prepaid registered mail to the last known address of the teacher in the records of the Manager of Personnel and such position shall be deemed to have been refused by such teacher if no acceptance of the position is communicated to the Manager of Personnel within 11 days of the notice having been mailed (including the date of mailing). In the event that a teacher refuses or is deemed to have refused a permanent position he or she shall no longer have the protection of this Article of the Agreement;

(c) receiving the protection provided under paragraph 5.13 (a) and (e) for a period of three months from the date of being declared redundant.

OPTION "B"

(a) Taking in addition to any other benefits to which the teacher may be entitled under the terms of this agreement, a termination allowance equal to 30% of his or her annual salary, including any special allowances, at the time of being declared redundant and such teacher shall have the protection provided under Article 5.13 (a) and (e) [Board Subsidization for OHIP and Medical/Dental] for a period of three months from the date of being declared redundant.

Should a teacher on probationary contract be declared redundant, he or she shall only be entitled to Option A, provided under paragraph 11.02.

East York and Etobicoke Elementary, 1979-81

A Permanent Teacher who has been declared surplus under this Article and whose Contract has been terminated under this Article shall:

(a) elect to defer the date of termination of the Teacher's Contract as per 21.06 or 21.09,

(b) elect to receive severance pay in accordance with the following:

$$\text{Amount} = \frac{3 + n}{40} \times \begin{array}{l}\text{Total Salary for the last complete year of teaching under Contract}\end{array}$$

where n = number of years of the last continuous Teaching Experience with the Board to the nearest 1/10

The maximum payment shall be 32.5% of the Teacher's Total Salary for the Teacher's last complete year of teaching under Contract.

The Board shall forward the severance pay to the Teacher within one month following the effective date of the termination.

Acceptance of severance pay shall relieve the Board of any obligation to recall the teacher and the teacher shall accrue no further rights under the Agreement.

Essex Elementary, 1980-82

(a) In the event a teacher on permanent contract receives a letter by April 7 in any year indicating that he is surplus and he has not been placed in alternative employment with the Board on or before May 31 of the same year, he, at his option, shall be entitled to Severance Pay or Retraining. The provision of this paragraph shall not apply to a teacher who has declined to accept an offer of alternative employment with the Board.

Severance Pay

In the event that the teacher elects to accept Severance Pay, the following conditions shall apply.

1. For a teacher who has been employed by the Board, the severance pay shall be as follows:

   Up to 4 years service - 10% of annual salary

   5 to 8 years service - 20% of annual salary

   Over 8 years service - 33-1/3% of annual salary

2. The amount of severance pay shall be calculated on the basis of the salary the teacher would have received according to the salary grid in effect, as the case may be, had he remained in the employment of the Board from September 1 onwards.

3. Subject to these conditions, severance pay shall be payable on August 31 of the year of severance or in the year immediately following the year of severance (at the teacher's option) on a date requested by the teacher.

4. On the expiry of the appropriate period or earlier exhaustion of the Severance Pay provisions, the Board shall be released and discharged of any further liability to the teacher.

Frontenac Elementary, 1980-81

A redundant teacher on permanent contract shall have the following options:

(i) To resign and receive a severance allowance of 2% of that teacher's final annual basic salary for each year of teaching experience with the Board.

To take a leave of absence for one year, after which:

a) be placed on a list of preferred supply teachers for the next school year,

or

b) be paid a severance allowance as in (i) above.

Geraldton Elementary, 1980-82

A teacher who is declared surplus as of December 31 and a teacher on a permanent contract declared surplus as of June 30 shall be paid upon termination of employment as set out below:

Less than two years service with the Board .....15% of current annual salary

Two years service with the Board.....20% of current annual salary

Three years service with the Board.....22% of current annual salary

Four years service with the Board .....24% of current annual salary.

Should the condition set out in 10.08 (d) [Sick Leave Credits] exist, the amounts calculated by the above percentages will be subject to a reduction.

Kapuskasing Elementary, 1979-81

Any teacher whose permanent contract is terminated according to Article XV will be paid $500 per year of service with this Board to a maximum of $2,000 as a severance allowance. Payment will be made on the last regular payroll date of the school year.

Kenora Elementary, 1979-81

Teachers on permanent contract deemed redundant who are required to leave the employ of the Board shall receive a separation allowance equal to 15% of his/her category minimum on termination of contract.

Kirkland Lake Elementary, 1979-81

Severance

The Board agrees to provide any full-time teacher whose contract is terminated by reason of redundancy with a severance allowance of $500.00 per year of continuous service with this Board to a maximum of $5,000.00. Severance allowance for part-time teachers shall be prorated.

The Parties agree that the acceptance of a severance allowance terminates all employer-employee obligations.

If the teacher is rehired under contract within three (3) years of receiving

severance allowance, the teacher must repay the severance allowance either as a lump sum or in equal payments mutually agreed upon by the teacher and the Board.

If a teacher is rehired on a part-time basis, he/she will repay the severance allowance on a proportional basis.

If the Board accepts the repayment of the severance allowance in full, the employee shall be deemed to be continously employed except for that period of unemployment due to redundancy for purposes of calculating any future severance allowance.

Lake Superior Elementary, 1980-82

A redundant teacher shall have the following options:

a) Acceptance of a severance allowance of $300.00 for each year of continuous teaching experience with this Board and its predecessor boards. Acceptance of the severance allowance means the Board has no further obligation to the Teacher.

Lanark Elementary, 1979-81

A surplus Teacher who, on or before the first school day of the school year next following, has not been offered a teaching position in accordance with the Board's Redundancy Policy (No. 670.0 dated 1979 03 13 as it pertains to Elementary Teachers), and who holds a permanent contract with the Board and has taught continuously under that permanent contract for not less than two (2) full school years, shall receive as a termination allowance a sum equal to eight percent (8%) of his final salary. Part-time teaching service shall be converted to its full-time equivalent.

Lennox and Addington Elementary, 1979-81

A redundant teacher shall have the following options:

To receive a severance allowance as in 25.05 below, if he/she qualifies thereunder;

25.05 A teacher who has been employed more than two years by the Board, who has been named as redundant and who has not been re-employed or obtained another teaching position may apply for and shall be paid severance pay calculated as the product of the number of years of service and one-fortieth of the salary received by the teacher in the last school year of employment by the Board.

Lincoln Elementary, 1980-81

Severance Pay

A teacher who has been employed on a permanent contract with the Board who has been declared supernumerary may choose severance pay in lieu of employment as specified in 24.03. Severance pay shall be equal to 40% of the teacher's regular annual salary at the time of termination of contract.

Redundancy

i) A teacher who accepts severance pay shall be declared redundant and shall forfeit his/her right to all recall privileges and will not be placed on the redundancy list.

ii) If a supernumerary teacher refuses a position for which he/she is qualified, that teacher shall be declared redundant and the teacher's contract shall be terminated at the end of that school year. The teacher shall not be entitled to severance pay and shall forfeit all recall privileges and will not be placed on the redundancy list.

iii) A Teacher who is supernumerary for the time specified in 24.03 and for whom no position is available at the end of that time, is not eligible for severance pay and shall be declared redundant.

North Shore Elementary, 1979-81

A redundant teacher shall have the option of:

- accepting a payment equal to 30% of the teacher's basic salary for the school year during which the teacher's contract was terminated.

North York Elementary, 1979-81

A Permanent Teacher who has been declared surplus under this Article and whose Contract has been terminated under this Article shall:

(a) elect to defer the date of termination of the Teacher's Contract as per clause 22.06 or 22.09.

(b) elect to receive severance pay in accordance with the following:

the amount of the severance pay shall be based on the number of years or partial years of continuous Teaching Experience with the Board to be calculated as follows:

$$\text{Amount} = \frac{3 + n}{40} \times \begin{array}{l}\text{Total Salary for the last}\\ \text{complete year of teaching}\\ \text{under Contract}\end{array}$$

where n = number of years of the last continuous Teaching Experience with the Board to the nearest 1/10

The maximum payment shall be 32.5% of the Teacher's Total Salary for the Teacher's last complete year of teaching under Contract.

The Board shall forward the severance pay to the Teacher within one month following the effective date of the termination.

Acceptance of severance pay shall relieve the Board of any obligation to recall the Teacher and the Teacher shall accrue no further rights under this Agreement.

Ottawa Elementary, 1979-81

Separation Pay

The following provisions shall apply for teachers who are on permanent contract and who are identified as being redundant:

(a) (i) When notice of impending lay-off effective August 31st is given prior to May 1st to teachers with a minimum of ten (10) continuous years of service with the Board, separation pay shall be calculated for each additional year of continuous service over ten (10) as follows:

Salary at time of lay-off / No. of school days in the school year

X 5

X Years of Service Excess of ten (10) Maximum sixteen (16) Additional Years

= Separation Pay

(ii) When notice of impending layoff effective August 31st is given on or after May 1st, but no later than May 31st, separation pay shall be calculat as follows:

Salary at time of lay-off / No. of school days in the school year

X 5

Years of Continuous Service with the Board Maximum Sixteen (16)

= Separation Pay

(iii) When notice of layoff is given on or after June 1st, but prior to August 31st to be effective August 31st, of that same year, separation pay shall be calculated as follows:

Salary at time of lay-off / No. of school days in the school year x 80

= Separation Pay

NOTE: This shall satisfy legislative requirements for November 30th Notice of Termination.

(b) Separation Pay shall be as specified herein and payable on the second pay date in September when a teacher resigns or is laid off by the Board.

(c) Should a teacher be recalled from lay-off before the commencement of the following school year, the teacher shall forfeit rights to separation pay.

(d) Should a teacher be recalled from lay-off to commence regular employment after the beginning of the next school year, the teacher shall be required to repay that proportion of the separation pay which the number of school days remaining to be taught bears to the total number of teaching days in the school year.

In such cases where the amount of money is substantial, repayment may be scheduled as deductions from pay over the remainder of the school year except that the Board shall not be required to deduct less than $100.00 per pay in working out such schedules.

Prescott and Russell Elementary, 1980-81

A redundant teacher on permanent contract shall have the following options:

i) to resign and receive the retirement gratuity as outlined in clause 10:06;

ii) to be placed on a list of preferred qualified supply teachers.

Preferred Supply Teachers shall:

a) be called to duty before casual supply teachers are engaged;

b) be paid according to Appendix A, Clause 16:00;

c) have service as a preferred qualified supply teacher credited for seniority purposes under Clause 11:02, Section A.

iii) to take a Leave of Absence for one year after which to be placed on a list of preferred qualified supply teachers for the next school year.

10:06 Retirement Gratuity

For the purpose of this plan, only those Sick Leave days accumulated in the employ of the Prescott & Russell Board of Education or its predecessors shall apply.

The total number of days upon which the gratuity is paid shall not exceed 200.

Upon termination of employment with the Board, a gratuity shall be paid on the basis of 1/200 of the final year's salary for each day standing to the credit of the teacher in accordance with the following formula:

5-9 years of service	-12½% of the days accumulated.
10-14 years of service	-25% of the days accumulated.
15-19 years of service	-37½% of the days accumulated.
20 or more years of service	-50% of the days accumulated

Upon termination of employment, a teacher may elect to transfer the total number of Sick Leave Days to another Board, in which case no gratuity will be paid.

Upon termination of employment, payment shall be made:

1) in a lump sum on the date of termination of employment;

2) in a lump sum after January 1 of the year immediately following termination of employment;

3) a combination of (1) and (2) above as mutually agreed upon between the teacher and the Board.

Renfrew Elementary, 1980-81

Severance Pay

(a) Any teacher covered by this agreement who has at least four (4) years of continuous service with the Board who has his/her employment terminated because of redundancy shall receive a severance allowance amounting to 2% of the highest salary earned in a school year in the employ of the Board for each year of service with the Board to a maximum of 20% of said highest salary earned within 14 calendar days of the termination of his/her employment provided:

(i) that the teacher has applied for each position of which he was notified in accordance with Clause 18.04 and for which he is qualified, within the time limits as specified in Clause 18.04 (i);

(ii) that the surplus teacher has not been offered a position by May 31.

(b) Acceptance of a severance allowance removes the teacher from the provisions of Clauses 19.02 and 19.03. [Recall, Preferred Supply].

Scarborough Elementary, 1979-81

A Permanent Teacher who has been declared surplus under this Article and whose Contract has been terminated under this Article shall:

(i) elect to defer the date of termination of the Teacher's Contract as per clause 21.06 or 21.09

(ii) elect to receive severance pay in accordance with the following:

the amount of the severance pay shall be based on the number of years or partial years of continuous Teaching Experience with the Board to be calculated as follows:

$$\text{Amount} = \frac{3 + n}{40} \times \text{Total Salary for the last complete year of teaching under Contract}$$

where n = number of years of the last continuous Teaching Experience with the Board to the nearest 1/10

The maximum payment shall be 32.5% of the Teacher's Total Salary for the Teacher's last complete year of teaching under Contract.

The Board shall forward the severance pay to the teacher within one month following the effective date of the termination.

Acceptance of severance pay shall relieve the Board of any obligation to recall the teacher and the teacher shall accrue no further rights under this Agreement.

Toronto Elementary, 1979-81

5.2.6.0.0. A Permanent Teacher who has been declared surplus under this Article and whose Contract has been terminated under this Article shall:

5.2.6.1.0. elect to defer the date of termination of the Teacher's Contract as per 5.2.8.0.0. or 5.2.11.0.0., or

5.2.6.2.0. elect to receive severance pay in accordance with the following:

5.2.6.2.1. the amount of the severance pay shall be based on the number of years or partial years of continuing Teaching Experience with the Board to be calculated as follows:

5.2.6.2.2.

$$\text{Amount} = \frac{3 + n}{40} \times \text{Total Salary for the last complete year of teaching under Contract}$$

5.2.6.2.3. where n = number of years of the last continuous Teaching Experience with the Board to the nearest 1/10

5.2.6.2.4. The maximum payment shall be 32.5% of the Teacher's Total Salary for the Teacher's last complete year of teaching under Contract.

5.2.6.2.5. The Board shall forward the severance pay to the Teacher within one month following the effective date of the termination.

5.2.6.2.6. Acceptance of severance pay shall relieve the Board of any obligation to recall the Teacher and the Teacher shall accrue no further rights under this Agreement.

Victoria Elementary, 1979-81

15:01 (i) A teacher on permanent contract whose employment has been terminated as a result of redundancy and who has not accepted a redundancy allowance will be rehired if a suitable vacancy for which he/she is qualified occurs within a period of one year of his/her termination of employment. If a suitable vacancy does not occur within a period of one year of the termination of his/her employment, the redundant teacher may accept the redundancy allowance as per 15:02. A redundant teacher who is eligible for and has not accepted a redundancy allowance and who is rehired within a period of one year of the termination of his/her employment, shall be considered for purposes of seniority and accumulated sick leave credits to have unbroken service with this Board.

15:02 When the Board terminates the employment of a teacher on permanent contract whose position has been declared redundant, the Board will pay the teacher a redundancy allowance calculated according to the formula as stated below. The acceptance of a redundancy allowance would negate all that teacher's sick leave credits if re-employed by the Board. New teachers placed on permanent contract after September 1, 1973, would not be eligible for a redundancy allowance until they have completed five (5) years with this Board.

FORMULA $\frac{A}{200} \times \frac{N}{2}$

where A = average salary for the best six years with this Board or average salary of the teacher's years of service with this Board if less than six.

N = number of days of sick leave accumulated with this Board.

Wentworth Elementary, 1980-81

A redundant teacher on permanent contract shall have the following options:

(i) to receive a severance allowance as in Article 22.10 below, if he qualifies thereunder.

22.10 In the event that the teacher on permanent contract elects to accept severance pay, the following conditions shall apply:

(i) for a teacher who has been employed by the Board, on a permanent contract, the severance pay shall be as follows:
Less than five (5) years service - One-twelfth (1/12) annual salary;

Five (5) to Eight (8) years service - One-sixth (1/6) annual salary

Over eight (8) years service - One-quarter (1/4) annual salary.

(ii) the amount of the severance pay shall be calculated on the basis of the salary the teacher would have received according to Article 10.01 had he remained in the employment of the Board from September 1st onwards.

(iii) subject to these conditions severance pay shall be payable on August 31st of the year of severance or in the year immediately following the year of severance (at the teacher's option) on a date requested by the teacher.

(iv) on the expiry of the appropriate period or earlier exhaustion of the severance pay provisions, the Board shall be released and discharged of any further liability to the teacher.

West Parry Sound Elementary, 1979-81

Teachers declared redundant shall qualify for severance allowance as follows:

(a) To be eligible for severance allowance, a teacher must have completed three full years of continuous teaching with this Board and must have had employment terminated for reasons of redundancy.

(b) The amount of the severance allowance shall be as follows:

i) 3 full years' service - $1,000

ii) each additional year of service - $500

iii) maximum payment - $2,500

iv) regular part-time employment shall be pro-rated

(c) Payment shall be made on September 30 following termination as of August 31.

(d) In the event the teacher is recalled for appointment to a full time teaching position during the recall period, the teacher will repay the severance payment on a monthly basis over a period of ten teaching months.

(e) A teacher will receive no more than one severance payment from this Board.

Windsor Elementary, 1979-82

16.04 A teacher who is dismissed because of staff reduction and has not elected to receive severancy payment under Section 16.05 will be recalled in the reverse order of seniority subject to Section 16.01.

16.05 A permanent teacher who is dismissed because of staff reduction shall receive an amount equal to three (3) months salary at the teacher's written request during the year following such termination. Acceptance of such payment by the teacher will make that teacher ineligible for accepting the provisions of Sections 16.03 and 16.04 and a release to this effect shall be obtained from the teacher prior to this payment.

York Borough Elementary, 1979-81

A Permanent Teacher who has been declared surplus under this Article and whose Contract has been terminated under this Article shall:

(i) elect to defer the date of termination of the Teacher's Contract as per clause 21.06 or 21.09.

(ii) elect to receive severance pay in accordance with the following:

the amount of the severance pay shall be based on the number of years or partial years of continuous Teaching Experience with the Board to be calculated as follows:

$$\text{Amount} = \frac{3 + n}{40} \times \begin{array}{l}\text{Total Salary for the last complete year of teaching under Contract}\end{array}$$

where n = number of years of the last continuous Teaching Experience with the Board to the nearest 1/10

The maximum payment shall be 32.5% of the Teacher's Total Salary for the Teacher's last complete year of teaching under Contract.

The Board shall forward the severance pay to the teacher within one month following the effective date of the termination.

Acceptance of the severance pay shall relieve the Board of any obligation to recall the teacher and the teacher shall accrue no further rights under this Agreement.

York County Elementary, 1979-81

If the contract of a teacher is terminated for teasons of redundancy, the teacher shall be entitled to a retraining allowance of $500 for each year during which he/she held a permanent contract to a maximum allowance of $5,000.

Atikokan Secondary, 1980-82

Tenure and Separation shall be in accordance with the Tenure and Separation Allowance Policy, as outlined in Appendix C attached.

Acceptance of separation allowance relieves the Board of any further obligation to the teacher, in respect of recall rights, and the teacher ceases to have further rights under this Agreement. A teacher may request the deferral of separation allowance, for a period up to thirteen (13) months, effective from the date of termination of his/her contract, in order to maintain recall rights during such periods. No such request shall be denied.

Termination Pay

1) When a surplus teacher's contract is terminated, he/she shall receive a separation allowance at the rate of 12% of his/her category minimum.

2) Termination pay shall be granted upon request at any time after the last pay in June; otherwise, payment shall be made on September 30th of the following calendar year.

Brant Secondary, 1980-82

(a) Any teacher with a Permanent Contract, who is declared redundant as of August 1st in any year, will be considered to be a supernumerary teacher until December 31st of that year or such a teacher may, at his/her option, acceptance severance pay subject to the Board and teacher mutually agreeing to terminate the teacher's contract effective August 31st of that year.

In the event that the teacher elects to accept severance pay, the following conditions shall apply:

(i) The severance pay shall be as follows:

Less than 5 years' service	-	1/12 annual salary
5 to 8 years' service	-	1/6 annual salary
Over 8 years' service	-	1/4 annual salary

(ii) The amount of severance pay shall be calculated on the basis of the annual salary earned during the school year in which the teacher was declared redundant.

(iii) The severance pay shall only be payable if the teacher verifies that he/she is unemployed on the September 15th following the termination of contract.

(iv) On the date of termination of contract, the Board shall be released and discharged of any further liability to the teacher except for the payment of the severance pay in accordance with the foregoing.

Carleton Secondary, 1980-82

Termination

(a) Eligibility for reassignment to a regular teaching position shall be effective from the day of placement on the supernumerary list.

If by the end of one year the teacher has not been reassigned, the teacher's employment will be terminated. Upon termination under this clause, the teacher shall be entitled to select one of the following options:

i) A lump sum payment of 1/12 of his/her annual gross salary at the time of release, or

ii) The retirement gratuity for which he/she would be eligible under the terms of this Collective Agreement with the "ten-year" minimum service period being waived.

Before any payment is made to a teacher under this section, the teacher shall inform the Board in writing of the option he/she has chosen. Such payment shall be payable to the teacher on termination or on any date in the twelve (12) months subsequent to the termination date as designated by the teacher.

A teacher whose name appears on the supernumerary list who declines to accept a position on a regular complement of staff offered him/her by the Board loses any claim under the terms of this section.

Chapleau Secondary, 1980-81

Any teacher covered by the terms of this agreement who has completed one year of service with this board and whose contract is terminated because of a surplus and/or redundancy situation, may cash in some or all of his or her sick leave credits and receive a lump sum payment from the board. Each sick leave day redeemed in this manner entitles the teacher to an amount equal to his or her daily rate of pay at time of leaving calculated by dividing the annual salary by the number of legal school days in the school year.

The maximum number of sick leave credits which may be cashed in by any teacher is as follows;

a) a teacher with one year service with this board 7 days.
b) a teacher with two years service with this board 14 days.
c) a teacher with three or more years of service with this board 20 days.

Cochrane-Iroquois Falls Secondary, 1979-81

Severance Pay

A Teacher who is declared a Surplus Teacher and not rehired for the September immediately following being declared surplus shall be paid upon terminating employment with the Board a Severance Pay of 4% of the maximum of Category #1 and 10% of this 4% for each year of continuous service with this Board or its predecessors. This Severance Pay shall be independent of any other remuneration to which the Surplus Teacher may be entitled by virtue of this Agreement.

Durham Secondary, 1980-81

This article applies to any non-probationary teacher who is declared redundant according to the Administrative Procedure for the Transfer and Redundancy of Secondary Teachers Agreement between the Branch Affiliate and the Director, dated May 14, 1980. Such a teacher shall be paid one of of the following:

a) Termination Benefits - 3 months (30% of that teachers annual salary)

b) Retraining Allowance equal to and administered in the same way as applications for Educational Improvement Leave.

East York, Etobicoke, North York, Scarborough Secondary, 1980-82

The remaining Eligible Permanent Teachers shall be eligible for severance pay in accordance with 6.2.6.0.0. unless any such Teacher has declined the opportunity to have the termination of his Contract rescinded under (i) or has been assigned to the Pool for more than 3 months in a previous school year.

6.2.6.0.0. Severance Pay

6.2.6.1.0. Eligible Permanent Teachers who are eligible for severance pay under 6.2.5.1.0. will be paid severance pay in accordance with the following:

the amount of severance pay to be paid to an Eligible Permanent Contract Teacher shall be based on the number of years of the last continuous Teaching Experience with the Board to be calculated as follows:

$$\text{Amount} = (10 + ((n-1 \times 2.5)) \times \frac{\text{Total Salary for the last complete year of teaching under Contract}}{100}$$

where n = number of years of the last continuous Teaching Experience with the Board

The maximum payment shall be 32.5% of his Total Salary for his last complete year of teaching under Contract.

6.2.6.2.0. Acceptance of severance pay relieves the Board of any further obligation to the Teacher including recall rights and the Teacher ceases to have further rights under this Agreement. Nothing herein shall preclude a Teacher from grieving that he has been improperly denied access to or retention

in the Teacher Placement Pool. Severance pay shall be deferred pending the disposition of the grievance.

6.2.6.3.0. A Teacher may request the deferral of severance pay for a period of up to 12 months from the effective date of termination of his Contract for the purpose of maintaining recall rights during such period. No such request shall be denied.

Essex Secondary, 1980-82

In the event (a) a teacher on permanent contract receives a letter by April 7 in any year indicating that he is surplus and (b) he has not been placed in alternative employment with the Board on or before June 1 of the same year, he, at his option, shall be entitled to Severance Pay or Retraining (for purposes of continuing his employment with the Board). The provisions of this paragraph shall not apply to a teacher who has declined to accept an offer of alternative teaching employment with the Board.

Severance Pay

In the event that the teacher elects to accept Severance Pay, the following conditions shall apply:

(a) For a teacher who has been employed by the Board, the severance pay shall be as follows:

Up to 4 years service - 1/8 annual salary
5 yrs to 8 yrs service - 1/4 annual salary
Over 8 yrs service - 1/3 annual salary

(b) The amount of severance pay shall be calculated on the basis of the salary the teacher would have received according to the salary grid in effect, as the case may be, had he remained in employment of the Board from September 1 onwards.

(c) Subject to these conditions severance pay shall be payable on August 31 of the year of severance or in the year immediately following the year of severance (at the teacher's option) on a date requested by the teacher.

(d) On the expiry of the appropriate period or earlier exhaustion of the severance pay provisions, the Board shall be released and discharged of any further liability to the teacher.

Frontenac Secondary, 1980-81

The Co-ordinating Superintendent will offer to a teacher with a permanent contract and who is declared redundant to the system, the teacher's choice of one of the following alternatives to regular full-time employment:

i) a position on the list of preferred supply teachers. Preferred supply teachers shall:

   a) be called to duty in their certificated areas before casual supply teachers are engaged;

   b) have service as a preferred supply teacher credited for the purpose of accruing seniority;

ii) take a leave of absence for one year, after which the teacher shall have the choice of:

   a) being placed on the list of preferred supply teachers, or

   b) being paid a severance allowance as specified in Section 6.6 (iii).

iii) resign and receive a severance allowance of ten (10) days' salary for each year of recognized teaching experience with this Board, to a maximum of 100 days. It should be noted that:

   a) a teacher who is declared redundant according to Sections 6.4 (v) and 6.4 (vi) and who refuses to accept a subsequent offer of a teaching position for which the teacher is certificated, will have his/her contract terminated;

   b) notwithstanding any eligibility for a retirement gratuity under Section 19.3 (i), when a teacher receives a severance allowance under this section, no gratuity under 19.3 (i) will be paid.

Geraldton Secondary, 1980-82

A full-time teacher who is declared surplus as of December 31 and a full-time teacher on a permanent contract declared surplus as of June 30 shall be paid upon termination of employment as set out below:

Less that two years service with the Board .....15% of current annual salary.

Two years service with the Board .....20% of current annual salary.

Three years service with the Board .....22% of current annual salary.

Four years service with the Board .....24% of current annual salary.

Should the condition set out in 10.08(d) [Sick Leave Credits] exist, the amounts calculated by the above percentages will be subject to a reduction.

Halton Secondary, 1979-81

Severance Pay

Members under permanent contract whose contracts are terminated at the end of the school year for reasons of redundancy, shall be eligible for severance pay if no job for which they are qualified in either secondary or elementary panel in the system can be made available to them.

Some members under permanent contract who are surplus but choose not to accept a position in the elementary panel may be considered for severancy pay, subject to the written approval of the Superintendent of Instruction.

Severance pay shall be made at the rate of 1/25 of annual salary for each full year of service with The Halton Board of Education, subject to a maximum of 1/3 of annual salary.

Severance pay shall be paid to the Member by October 15 in the calendar year in which his contract is terminated.

Where a Member is recalled and accepts a position to commence no later than October 15, that Member forfeits any eligibility for severance pay unless declared redundant subsequently.

Where a Member is recalled and accepts a position to commence on or after October 15th, that Member's future eligibility for severance pay will be determined in accordance with the formula for increment as set forth in 08.06.03 and 08.06.04 of this Agreement based on service calculated from the date of recall.

Hamilton Secondary, 1979-81

A teacher shall forfeit his right of recall if:

(i) he declines an offer of an appointment to a vacant position;

(ii) does not reply within ten (10) working days to an offer of employment sent by registered mail to his address;

(iii) accepts an appointment to a teaching position elsewhere; or

(iv) elects to receive a severance allowance.

A teacher under permanent contract who is declared redundant may in lieu of retaining the right of recall in Article 6.09 elect to receive a severance allowance. The severance allowance shall be paid in the month following termination of contract and the amount of the severance allowance shall be 1/10 of annual salary for each year of service on permanent contract to a maximum of 20% annual salary. The amount of the severance allowance shall be based on the annual salary of the teacher during the year in which his contract was terminated.

The Board shall have no further obligation under this Agreement to a teacher who receives a severance allowance.

Kapuskasing Secondary, 1979-81

Severance Pay

Any teacher whose permanent contract is terminated according to the Board's Tenure Policy will be paid $750 per year of service with this Board to a maximum of $3,000 as a severance allowance. Payment will be made on the last regular payroll date of the school year.

Kenora Secondary, 1979-81

Teachers on permanent contract deemed surplus who are required to leave the employ of the Board shall receive a separation allowance equal to 15% of category minimum on termination of contract.

Kirkland Lake Secondary, 1978-81

Severance

(i) The Board agrees to provide any teacher terminated pursuant to 10.07 with a severance allowance equal to 4% of his annual salary for each year of service with the Board to a maximum of $5,000.00.

(ii) Any teacher accepting a severance allowance relinquishes any further options in accordance with Article 10.09 above [Recall].

Lakehead Secondary, 1979-81

The Committee on Redundancy shall consider the case of each redundant Teacher on its individual merits and on or before May 28, (1981, May 27) the Committee, after interviewing each such Teacher, will extend to each such Teacher the following options and shall recommend one or more:

(a) Permanent Supply

i) That the Teacher be placed on permanent supply.

ii) In the event that no vacancy for which the Teacher is qualified exists at the end of the two year period from the date when such Teacher was declared redundant under 12:08, the contract of said Teacher shall be terminated.

iii) Any Teacher placed on permanent supply shall be assigned on the basis of seniority any position (excluding positions of responsibility) that becomes available and for which the Teacher is qualified.

iv) If any Teacher placed on permanent supply unjustifiably refuses a teaching position for which he is qualified as determined by the Committee on Redundancy, the Board shall have no further obligation to employ the Teacher and may terminate his contract. The chairman of the Committee on Redundancy will first inform the Teacher of the consequences of his refusal to accept any such vacancy.

v) While on permanent supply, a Teacher may be employed in a mutually agreed to special assignment.

(b) Severance - That the Teacher be granted a severance allowance of 30% of gross current salary, or

(c) Leave of Absence - That the Teacher be granted a leave of absence up to two years, and should no vacancy for which the Teacher is qualified exist at the end of the period for such leave of absence, the contract shall be terminated on payment of a severance allowance calculated at 30% of his salary at the time of commencement of such leave of absence.

Article XVI - SEVERANCE ALLOWANCE

This article is only to apply from September 1, 1979 to August 31, 1984.

Under this agreement, a Teacher, with the exception of those hired under clause 4:04 (f) (i), 7:02 (b) (ii) and Article XIX, section (a), who submits his resignation on or before April 15th of the teaching year shall be entitled to a payment upon leaving the Board. The amount of this payment shall be calculated according to the following formula:

$$N \times \frac{30}{100} \times \frac{\text{Salary}}{\text{number of school days in that year}}$$

Where N is the accumulated sick leave days to a maximum of 200 days.

Upon payment of this amount, the accumulated sick leave account shall be reduced to 0.

Lake Superior Secondary, 1980-82

A teacher who has been declared redundant shall receive a severance pay allowance of $500 per year of service with the Board. Acceptance of this allowance ends the Board's obligations to the redundant teacher under Article 12:05 (a).

Lanark Secondary, 1979-81

A surplus Teacher who, on or before the first school day of the school year next following, has not been offered a teaching position in accordance with the Board's Redundancy Policy (No. 670.0), and who holds a permanent contract with the Board and has taught continuously under that permanent contract for not less than two (2) full school years, shall receive as a termination allowance a sum equal to eight percent (8%) of his final salary. Part-time teaching service shall be converted to its full-time equivalent.

Lennox & Addington Secondary, 1979-81

Should a teacher on the "Eligible Teachers' List" not be re-employed or not obtain another teaching position within the lay-off period outlined in Clause 24.01 (a) or should a teacher select the alternative of Clause 24.01 (d) (ii), he or she may apply for and receive severance pay equivalent to 1/40 of his/her last teaching year's pay, times the number of years service with the Board provided the teacher has two or more years' service under contract with The Lennox and Addington County Board of Education.

Lincoln Secondary, 1980-81

Supernumerary Teachers

.01 A supernumerary teacher shall normally be offered, in order of seniority, a regular position when it becomes available in the system for which the teacher is qualified. The teacher who accepts the position offered shall no longer be considered supernumerary. If the teacher refuses the position, then the teacher's contract shall be terminated.

.02 Supernumerary teachers will be offered their choice of:

a) at least one year's employment with the Board in accordance with .03; or

b) severance pay in accordance with .04

Teachers will be given two (2) days to complete any decision necessary.

.04 A supernumerary teacher may elect severance pay in lieu of one year's employment under the terms of Section .03 a) to f). A teacher electing severance pay shall not be entitled to any other option and shall have his/her contract terminated.

a) Severance pay shall be equal to 40% of the teacher's regular annual salary at the time of termination of contract. In addition, the teacher shall be entitled to credit for accumulated sick leave upon employment by another board of education in Ontario as provided in the Education Act, 1974.

b) A teacher electing severance pay is not eligible for recall.

Exemption

Notwithstanding the provision of Sections A through E, teachers who were awarded permanent contracts with the Lincoln County Board after June 29, 1979 who cannot be placed in a regular school position under Section A and B shall be declared redundant and shall not be entitled to severance pay or placement as a supernumerary. The Board shall make every effort to give priority to these teachers, based on seniority as determined by the criteria in Section A, for the following if available:

a) supply teaching, summer school, night school, home instruction, driver education - on the salary basis determined by the Board;

b) cross-panel transfer, subject to being qualified.

These teachers shall also be eligible for recall for three years on the basis of program need and seniority, to regular school positions only, subject to being qualified for the available position.

Michipicoten Secondary, 1980-81

Any teacher on permanent contract declared redundant shall be given a severance payment amounting to 15% of his/her annual salary at the time of cessation of his/her full time duties, provided the teacher has not obtained a teaching position or permanent employment with a salary of not less than 80% of his/her salary existing at the time of redundancy.

Nipigon-Red Rock Secondary, 1980-82

a) Any permanent teacher covered by the terms of this Agreement who has completed 5 consecutive years of service with this Board and whose contract is terminated because of a surplus and/or redundancy situation, may cash in some or all of his or her sick leave credits and receive a lump sum payment from the Board.

b) Each sick leave day redeemed in this manner entitles the teacher to an amount equal to the daily rate of pay of a supply teacher as outlined in 13.01 of this Agreement.

c) The maximum number of sick leave credits which may be cashed in by any teacher shall be twenty-five (25).

Nipissing Secondary, 1980-82

In consideration of all of the above, if a Teacher cannot be accommodated in the District of Nipissing because there are insufficient or unsuitable available positions by the end of May, then, the Surplus Teacher(s) shall be accommodated by one of the alternatives listed below, subject to the guidelines in Section 17.15 stated above:

i) Retraining Leave
ii) Supply Pool
iii) Supernumerary Position
iv) Severance Allowance

Providing that the total of ii) and iii) above does not exceed five (5) in the school year 1980/81 or ten (10) in the school year 1981/82 Teachers in any one year, but there shall be no limit placed on iv) above.

Severance Allowance

17.29 (a) An unaccommodated Teacher may choose to accept a severance allowance based on service with the Board and on the Teacher's salary at the time of accepting the allowance, as follows:

Years of Service	Severance % of *Salary
1	10%
2	15%
3	20%
4	25%
5	30%
6	35%
7	40%
8	45%
9 and over	50% maximum

* Salary used for this calculation shall be the salary at the time of accepting the allowance.

(b) ... or to be placed on the recall list in order of seniority for a period of one (1) year without prejudice to acceptance of severance pay at a later date. When a Teacher is recalled he shall be employed under the same type of contract as the one held when he was declared surplus and retain all rights held when declared surplus.

(c) If a surplus Teacher has not been recalled by the end of one (1) year, then, he shall be given a severance allowance in accordance with the provisions of Section 17.29(a).

(d) Acceptance of the severance allowance means the Board has no further obligation to the Teacher.

North Shore Secondary, 1979-81

A redundant teacher shall have the option of:

- accepting a payment equal to 30% of the Teacher's basic salary for the school year during which the teacher's contract was terminated, OR
- obtaining a leave of absence for the purpose of retraining to qualify for another position with the Board. (In such case, the sick leave credits accumulated with the Board are to be held on account until such time as the teacher resumes his employment with the Board.)

Ottawa Secondary, 1980-82

18.11 (b) Teachers under permanent contract who are declared redundant to the requirements of the system, and who are notified in accordance with 18.05, may at the option of the Employer;

(i) be placed on a permanent supply basis if not otherwise eligible in accordance with Article 18.13 subject to the conditions applicable in Article 18.13.

(ii) be placed in a teaching related assignment.

(iii) be placed on lay-off as of the end of the next following school year and within that year undertaken such assignments as directed by the Employer.

(iv) be granted a leave of absence for retraining purposes in areas of need identified by the Employer, subject to the following conditions:

1. the leave shall not be credited as experience for salary purposes;

2. the accumulated seniority to commencement of the leave of absence shall be maintained and the preriod of leave shall be considered as continuous service with The Ottawa Board of Education;

3. in the event that a position is not available following this leave of absence, the Teacher shall be paid termination pay based on the salary at the time the leave was granted and calculated in accordance with Article 18.11(b)(v) and be placed on the Recall List for a period of twenty-four (24) months.

(v) have their contract terminated at the end of the school year with the following payments:

1. a Teacher who has fewer than 8.4 continuous and uninterrupted years of service since the last day of hire is entitled to 1/25 of his annual salary for each year of service with the Employer.

Example

7.5 years of service...salary x $\frac{7.5}{25}$ = termination pay;

2. a Teacher who has 8.4 or more continuous and uninterrupted years of service since the last day of hire is entitled to 1/3 of his annual salary;

3. termination pay shall be paid to the Teacher by September 20.

Notes:

I A Teacher may decline options (i), (ii), (iii), and (iv) and elect termination under option (v).

II A Teacher receiving termination pay in accordance with 18.11 may obtain such payment earlier than the date specified in 18.11(b)(v) if he submits a written statement forfeiting all seniority and recall rights to the Employer in which case termination pay shall be paid within 10 days, but no earlier than June 30th.

III A Teacher who submits a written statement forfeiting seniority and recall rights prior to returning to the Employer's active employ shall not be required to return any termination pay received.

IV Any Teacher on recall who elects to refuse the offer of a regular position under contract for which he is qualified shall receive termination pay and forfeit all rights to seniority and recall.

Oxford Secondary, 1980-81

Any teacher under permanent contract who is declared redundant may choose to accept severance pay and the following conditions shall apply:

(a) The severance pay shall be as follows --

less than 5 years teaching experience	-- 1/12 annual salary
5-8 years teaching experience	-- 1/6 annual salary
over 8 years teaching experience	-- 1/4 annual salary

(b) The amount of severance pay shall be calculated on the basis of the annual salary earned during the school year in which the teacher was declared redundant.

(c) The severance pay shall only be payable if the teacher verifies that he/she is unemployed on the September 15th following the termination of contract.

(d) On the termination of contract, the Board shall be released and discharged of any further liability to the teacher (including considerations pursuant to Article 16.12 and 16.13), except for the payment of severance pay in accordance with the foregoing.

Perth Secondary, 1980-81

Teachers whose employment is terminated under 18:06 will receive in addition to any normal salary, a sum equivalent to 1/12 of his or her annual salary as set out in Article 6:01 for the schedule effective as of June 1st in the year in which termination occurs.

Prince Edward Secondary, 1979-81

A permanent contract teacher who is on the redundancy list may, within seven calendar days of the termination of his/her contract for reasons of redundancy, elect to receive a severance allowance of $1500. This allowance shall be paid within three weeks of the teacher notifying the Board of his/her election to receive a severance allowance. Election to receive the severance allowance will result in the immediate deletion of the teacher fro the redundancy list. A teacher who has been placed as a result of the operation of Clause 5.03 (b) may not receive a severance allowance.

Renfrew Secondary, 1980-81

26.02 Severance Pay

(a) Subject to Clauses 26.03 and 26.02 (b), any teacher covered by this agreement who has at least four years of continuous service with the Board who has his employment terminated because of redundancy shall receive a severance allowance amounting to 2% of the highest salary earned in a school year in the employ of the Board for each year of service with the Board to a maximum of 20% of said highest salary earned, within 14 calendar days of the termination of his employment.

(b) Any teacher who receives a 3/4 time supply teaching position in accordance with Clause 26.01 is ineligible for a severance allowance.

26.03 Conditions on Permanent Supply and Severance Pay

(a) Any teacher who fails under Clause 25.06 (a) to apply for positions for which they are qualified is inelgible for a severance allowance and supply teaching.

(b) Any teacher who fails to apply for each vacant position of which he was notified in accordance with Clause 25.08 (a) and for which he is qualified within the time limits specified in Clause 25.08 (b) is ineligible for a severance allowance and 3/4 time supply teaching.

(c) Any teacher who is offered a transfer to another teaching position within Renfrew County is inelgible for a severance allowance and 3/4 time supply teaching.

Sault Ste. Marie Secondary, 1980-82

Redundancy

Teachers notified of their redundancy shall exercise one of the following options, all of which shall be offered by the Board:

(1) Termination of contract at the end of the current school year with severance pay of 30% of the current year's salary

or

(2) Appointment as a Permanent Supply teacher for one year with acceptance of termination of contract at the end of the year, without severance pay, unless a teaching position becomes available for which he is qualified and eligible by seniority

or

(3) Appointment as a Priority Supply teacher for up to two years with acceptance of termination of contract at the end of the second year, without severance pay, unless a teaching position becomes available for which he is qualified and eligible by seniority

or

(4) Leave of absence, without pay, for a maximum of two years. Prior to the end of February in the year in which such leave of absence will expire, the teacher shall notify the Board of his intention to exercise option 1, 2, or 3 of this section. Failure to notify will result in termination of contract without severance pay.

Stormont, Dundas and Glengarry Secondary, 1979-81

22:03 a) Teachers who are declared surplus to their school will be notified of that fact no later than April 30. They shall be given the opportunity to apply for any vacant teaching position within the jurisdiction of the Stormont, Dundas & Glengarry County Board of Education. They shall, on the basis of seniority, be offered available positions in other schools for which they are qualified prior to placement of teachers new to the Board.

b) A teacher who is surplus to his school shall have the right, on the basis of seniority, to replace the teacher with the least experience in his area(s) of qualification within the Secondary Schools, save and except the Alternative School. The teacher who is replaced shall then be assigned to the supply pool subject to Article 22:04.

c) If all other alternatives, as provided in this Agreement of Tenure, have been eliminated and teacher refuses to accept a teaching position for which he is qualified within the jurisdication of the Stormont, Dundas and Glengarry County Board of Education, the teacher waives his rights to Clause 22:04, and his contract shall be terminated, subject to the rights of recall in accordance with Article 23.

22:04 a) In the event that a surplus teacher who holds a permanent contract cannot be relocated in a position for which he is qualified in accordance with Article 22:03, he shall be assigned to a central supply pool and shall be entitled to payment of full salary for one (1) academic year. No teacher, through any provision of this Collective Agreement, shall be entitled to placement in the supply pool for a cumulative period in excess of ten (10) teaching months.

b) Any teacher assigned to the central supply pool shall have the option to accept severance pay equivalent to 5% of his annual salary for each year of service with this Board up to a maximum of seven (7) years (35%). A teacher exercising this option must notify the Board in writing no later than June 30.

Timiskaming Secondary, 1980-81

1.07:16 Teachers who are declared surplus will have the following options available to them.

i) Severance pay, 5% per year. Acceptance of a severance gratuity releases the Board from any further obligation to the teacher.

ii) Preference for supply teaching over and above that assigned to teachers designated in Article 1.07:07 will be given to teachers in the surplus pool.

Toronto Secondary, 1980-82

6.7.0.0.0. Severance Pay

6.7.1.0.0. Eligible Permanent Teachers who are eligible for severance pay under 6.6.1.2.0. will be paid severance pay in accordance with the following:

the amount of severance pay to be paid to an Eligible Permanent Teacher shall be based on the number of years of the last continuous Teaching Experience with the Board to be calculated as follows:

$$\text{Amount} = (10 + (n-1) \times 2.5) \times \frac{\text{Total Salary for the last complete year of teaching under Contract}}{100}$$

where n = number of years of the last continuous Teaching Experience with the Board.

The maximum payment shall be 32.5% of his Total Salary for his last complete year of teaching under Contract.

6.7.2.0.0. Acceptance of severance pay relieves the Board of any further obligation to the Teacher including recall rights and the Teacher ceases to have further rights under this Agreement. Nothing herein shall preclude a Teacher from grieving that he has been improperly denied access to or retention in the Teacher Placement Pool. Severance pay shall be deferred pending the disposition of the grievance.

6.7.3.0.0. A Teacher may request the deferral of severance pay for a period of up to 12 months from the effective date of termination of his Contract for the purpose of maintaining recall rights during such period. No such request shall be denied.

Victoria Secondary, 1979-81

Except as noted below, when the Board terminates the employment of a teacher on permanent contract whose position has been declared redundant, the Board will pay the teacher a redundancy allowance calculated according to the formula as stated below. The acceptance of a redundancy allowance would negate all that teacher's credits on which retirement gratuity is based and would negate any claim on the part of the teacher to re-employment by the Board. Teachers placed on permanent contract after September 1, 1973, are not eligible for a redundancy allowance until they have completed 5 years with this Board.

Formula: $\frac{A}{200} \times \frac{N}{2}$

where A = average salary for the best three years with this Board
N = number of days of sick leave accumulated with this Board

Wentworth Secondary, 1980-82

26.01 In the event (a) a teacher on permanent contract receives a letter by March 31st in any year indicating that he is surplus and (b) he has not been placed in alternative employment with the Board on or before May 31st of the same year, he, at his option shall be entitled to either

(1) Severance pay, or

(2) Retraining (for purposes of continuing his employment with the Board) or

(3) May continue in the Board's employ until December 31st with full contract and collective agreement rights, save and except that his employment will automatically terminate on December 31st, and thereafter the teacher will be entitled to priority supply teaching in accordance with Article 26.04.

The benefits provided in Article 26.01 shall not apply to a teacher who has declined to accept an offer of alternative employment with the Board.

26.02 In the event that the teacher elects to accept Severance Pay, the following conditions shall apply:

(a) for a teacher who has been employed by the Board, the severance pay shall be as follows:

less than 5 years service	-	1/12 annual salary
5 to 8 years service	-	1/6 annual salary
over 8 years service	-	1/4 annual salary

(b) the amount of severance pay shall be calculated on the basis of the salary the teacher would have received according to Article 10, had he remained in the employment of the Board from September 1st onwards.

(c) Subject to these conditions, severance pay shall be payable on August 31st of the year of severance or in the year immediately following the year of severance (at the teacher's option) on a date requested by the teacher.

(d) On the expiry of the appropriate period or earlier exhaustion of the severance pay provisions, the Board shall be released and discharged of any further liability to the teacher.

West Parry Sound Secondary, 1979-81

Severance Allowance

Teachers declared redundant shall qualify for severance allowance as follows

1. To be eligible for severance allowance, a teacher must have completed three full years of continuous teaching with this Board and must have had employment terminated for reasons of redundancy.

2. The amount of the severance allowance shall be as follows:

a) 3 full years' service - $1,000

b) each additional year of service - $500

c) maximum payment - $2,500

d) Regular part-time employment shall be pro-rated

3. Payment shall be made on September 30 following termination as of August 31st.

4. In the event the teacher is recalled for appointment to a full time teaching position during the recall period, the teacher will repay the severance payment on a monthly basis over a period of ten teaching months.

5. A teacher will receive no more than one severance payment from this Board.

Windsor Secondary, 1978-81

13.01 Where there are more teachers on permanent contract in the secondary school system than will be required in the next school year, the teacher(s) not required and not relocated according to the provisions of Article XI will be declared redundant. A permanent teacher who has been declared redundant at his or her option shall be entitled to one of the following:

(a) termination of contract with severance pay equal to 40% of the regular annual salary at the time of termination of the contract. In addition, the teacher shall be entitled to credit for accumulated sick leave upon employment by another board of education in Ontario as provided in the Education Act,1974;

(b) termination of contract where he/she is not entitled to credit by another board of education as provided in 13.01(a) with severance pay equal to 40% of his/her regular annual salary at the time of termination of the contract plus ¼ of the number of days standing to his/her credit in the Board's sick leave plan, subject to any statutory limitation;

(c) the right of recall for one year only according to the procedure of 13.01(e) followed by either termination of contract with severance pay in accordance with 13.01(a) or 13.01(b) or the right of recall under 13.0.(e).

Dryden R.C.S.S., 1979-81

If declared surplus, a Teacher on permanent contract will receive severence pay according to the terms of Article 11.03 "Termination Benefits".

Termination Benefit

(1) To qualify for termination benefit, a Teacher must meet the following requirements:

(a) Have been continuously employed by the Board for at least five (5) years; temporary leave of absence taken by mutual agreement with the Board does not affect a Teacher's standing of having been "continuously employed".

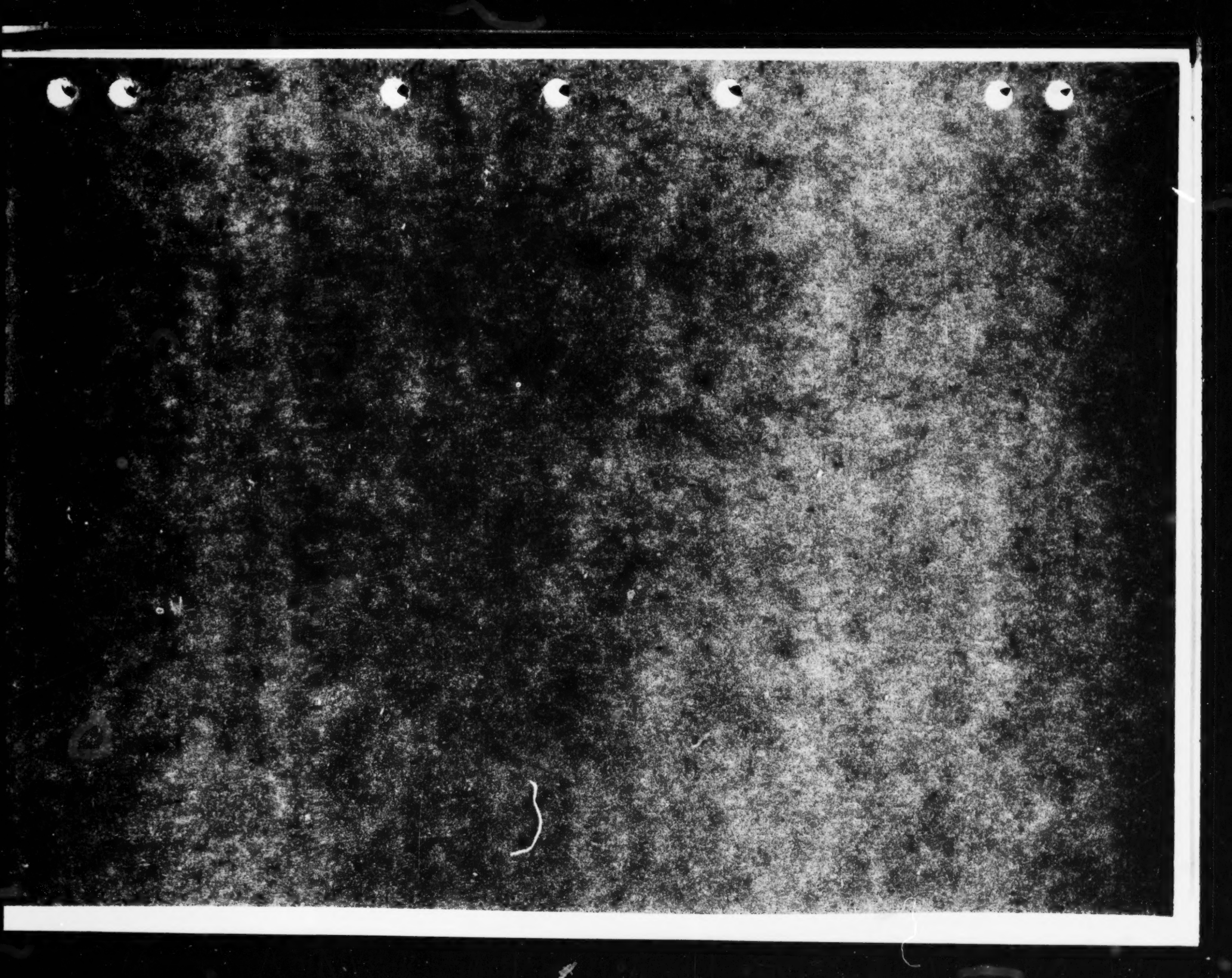
(b) Resign from employment at the officially approved dates of 31 December or 31 May;

(c) Give the Board sufficient time to find a replacement, if resignation caused by conditions beyond the Teacher's control occurs at a time other than the officially approved dates of 31 December or 31 May.

(2) The termination benefit shall consist of a percentage of the accumulated days of sick leave (maximum 200) times 1/200 of the annual salary at the time of resignation.

(3) The percentage applied to accumulated days of sick leave in computing the termination benefit shall be as follows:

5% after five (5) year os service, plus an additional 1% for each year of service over five years.

Fort Frances-Rainy River R.C.S.S., 1980-82

On staff reduction a teacher will be paid a termination benefit provided they have worked five (5) years continuously (a leave of absence will not affect the qualification period). The termination benefit shall consist of a percentage of the accumulated days of sick leave (Maximum 200), times 1/200 of annual salary at the time of staff termination. The percentage will be computed as follows - 5% after five (5) years service plus an additional 1% for each years service over 5 years.